DEEDS—DESCRIPTION OF LAND CONVEYED.—An owner of a farm lying in towns X and Y deeded land to defendant, describing the property as "real estate situate in town X, being my homestead as described in a mortgage given to one C." The mortgage referred to described land as a homestead situate in towns X and Y. The owner later deeded to plaintiff the land in town Y. *Held,* that the reference by owner to his homestead and reference to mortgage made it reasonably certain that he meant to convey to defendant his property in both towns. *Perry* v. *Buswell* (Me. 1915), 94 Atl. 483.

Where the question is whether, in a deed, a particular description will prevail over a general description, the all-important inquiry is: what was the grantor's intention? When a deed contains a specific and clear description and also a general reference to another deed, it is held that the intent was to have the specific description control. See *Lovejoy* v. *Lovett,* 124 Mass. 270; *Brunswick Saving Inst.* v. *Crossman,* 76 Me. 577; *Peasley* v. *Diske,* 102 Me. 17, 65 Atl. 24; *Morrow* v. *Willard,* 30 Vt. 118; *Chaplin* v. *Watts,* 7 Watts (Pa.) 410; *Winn* v. *Cabot,* 35 Mass. 553; *Jackson* v. *Stephens,* 16 Johns (N. Y.) 110. Where one conveys "all his interest in a certain property" and then gives a specific description of his interest, this specific description controls. *Hayes* v. *Wetherbee,* 60 Cal. 396. But where property is described as a "homestead farm" and as "all my own property in a certain section," followed by a specific description, the general description has been held to control. *Andrews* v. *Pearson,* 68 Me. 19; *Lake Erie & W. Ry. Co.* v. *Whitman,* 40 N. E. 1014. In this class, comes the principal case. When a certain general description and an uncertain specific description are contained in a deed, the former prevails. *Martin* v. *Lloyd,* 94 Calif. 195, 29 Pac. 491; *Haley* v. *Amestoy,* 44 Calif. 132. The one universal rule which may be applied to all cases of doubtful intention is that the instrument shall be construed most strictly against the grantor. See *Moran* v. *Somes,* 154 Mass. 200, 28 N. E. 152; *Hoyt* v. *Ketcham,* 54 Conn. 60, 5 Atl. 606; *Stockett* v. *Goodman,* 47 Md. 54.

DIVORCE—ALIMONY IN ARREARS COLLECTIBLE AFTER DEATH OF BOTH HUSBAND AND WIFE.—Action by wife against the estate of deceased husband for arrears of alimony. After determination of plaintiff's appeal by the Appellate Division, she died. On motion to substitute executor in place of plaintiff, *held,* that the action survived and the motion should be granted. *Van Ness* v. *Ransom* (N. Y.) 109 N. E. 593.

The case is of first impression in the New York Court of Appeals and follows the weight of judicial opinion in the United States, *Miller* v. *Clark,* 23 Ind. 370; *Dinet* v. *Eigenmann,* 80 Ill. 274; *Coffman* v. *Finney,* 65 Ohio St. 61, 61 N. E. 155, 55 L. R. A. 714; *Gerrein* v. *Michie,* 122 Ky. 250, 91 S. W. 252. Contra, *Faversham* v. *Faversham,* 161 App. Div. (N. Y.) 521, 146 N. Y. Supp. 569. In *Clark* v. *Clark,* 6 Watts & S. (Pa.) 85, the court held that the administrator of the estate of the deceased wife could not recover for arrears of alimony. That case, however, is not opposed to the principal case for the divorce was *a mensa et thoro* and not *a vinculo.* In denying the husband's liability, the Pennsylvania Court said, "As a divorce *a menso et thoro*